

**CONTRACT PERIOD THROUGH DECEMBER 31, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DISABILITIES SERVICES FOR HEAD START CHILDREN-MCHSD**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 5, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SF/lc  
Attach

Copy to: Clerk of the Board  
Nellie Campbell, Human Services  
Monica Mendoza, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **DISABILITIES SERVICES FOR HEAD  
START CHILDREN-MCHSD**

1.0 **INTENT:**

The Maricopa County Human Services Department (MCHSD) hereby solicits bids from qualified proposers to provide special education and/or speech and language services to children with disabilities ages three to five in accordance with the Head Start Performance Standards on Services for Children, U.S. Department of Health and Human Services, Administration on Children, Youth and Families, 45 CFR Parts 1304, 1305 and 1308. The resultant contract will be awarded for a three (3) year period, with options for renewal. In the best interests of the County and to allow the greatest flexibility to fulfill the need for services in the various geographic locations, this contract may be awarded to one or multiple vendors. Additional contractors may be added to this contract in the future, should the need arise. The services/tasks to be provided are:

1.1 Special Education Services (Task A)

1.2 Speech/Language Therapy Services (Task B)

***This is a requirements pricing agreement. No services shall be provided without a valid purchase order.***

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 DEFINITIONS:

2.1.1 Adequate referral and recruitment means completed referrals, assessment, and certification according to Federal and State rules.

2.1.2 Case Management means a process through which the needs and eligibility of the individual applying for/receiving services and/or benefits are identified, planned, obtained, provided, recorded, monitored, terminated, and follow-up provided where and when appropriate.

2.1.3 Evaluation Service means procedures used to determine whether a child is disabled and the nature and extent of the special education and related services needed.

2.1.4 Functional Assessment means a developmental assessment profile on adaptive behavior or effectiveness of an individual in coping with the natural, social demand of his or her environment.

2.1.5 Children with disabilities means children certified under Head Start diagnostic criteria as having one of the following conditions; mental retardation, orthopedic handicap, health impairment, serious emotional disturbance, speech and language impairment, learning disability, visual handicap or hearing impairment. Outside the scope of this definition are children with correctable conditions who do not need special, altered or additional educational or support service.

2.1.6 Head Start – means an early care and education service for children ages 0-5 that provides a comprehensive health, nutritional, educational, mental health, and social services curriculum. The program encourages the direct participation of parents in the development, conduct and direction of the program to support and enhance the parental role.

- 2.1.7 Home Base Services – are a part of the Head Start program in which teachers regularly visit the home. A lesson is prepared with the parents to assist the family in meeting agreed upon objectives and provide support to the family in teaching children. Usually Home Base is provided to three-year-old children, or where individual conditions warrant home teaching rather than center based teaching.
- 2.1.8 Independent Living Skills means a service that provides training, supervision, therapeutic activities and, as appropriate, counseling to promote skill development in independent living, self care, communication and social relationships.
- 2.1.9 Individualized Educational Program (IEP) means a written statement developed in accordance with applicable laws and regulations for each individual child by a multidisciplinary team meeting listing:
1. Present levels of educational performance.
  2. Measurable annual goals and short-term objectives.
  3. Specific special education and related services to be provided and extent of participation in regular program.
  4. Projected dates for initiation of services and the anticipated duration of the services.
  5. Criteria for evaluating achievement of objectives.
- 2.1.10 Motor Assessment means an assessment of each child referred for motor dysfunction, consisting of, but not limited to: standardized tests; clinical assessment; informal observations; parent interviews; teacher interviews.
- 2.1.11 Multidisciplinary Team (Also known as IEP team) means a group which may consist of a Psychologist, Special Educator, Speech Pathologist, Occupational Therapist, Physical Therapist, parents, teachers and administrators which meet for the purpose of developing, reviewing or modifying the individual education plan. A multidisciplinary team may meet in the absence of parents only after following procedures pursuant to 34 CFR 300.345.
- 2.1.12 Occupational Therapy means a service that provides activities to restore, maintain, or improve functional skills.
- 2.1.13 Parent Interview means an interview with the parent or custodian adult to obtain information on family history, prenatal, birth and medical history, developmental history and daily routine and/or to administer a standardized parent report instrument as indicated.
- 2.1.14 Physical Therapy means a service that provides treatment to restore, maintain, or improve muscle function.
- 2.1.15 Psychological evaluation means an evaluation of a child's cognitive verbal or non-verbal functioning, adaptive behavior and/or emotional status. Evaluation procedures should include, but are not limited to, appropriate standardized tests, screening instruments, informal observations, parent interviews, teacher interviews, and clinical interviews.
- 2.1.16 Referral Date means the date on which the Contractor receives the signed referral for a child to be served.
- 2.1.17 Related Services means the developmental, corrective, and supportive services as required to assist a child with disabilities to benefit from special education.

- 2.1.18 Special Rural Area Provision – Areas of Maricopa County not frequently served because of distance are provided with special compensation.

**\*\*Head Start** may pay two (2) extra hours per item for travel to Wickenburg, Aguila, or Gila Bend. Head Start may pay one (1) extra hour per item for travel to Buckeye, Queen Creek/Higley, Williams CDC (in SE Mesa), Taft (NE Mesa) or Cave Creek. No other areas unless approved before travel will receive special rural area provision compensation.

- 2.1.19 Speech/Language Evaluation means the assessment of children referred for communication disorders. The assessment process should include but not be limited to, standardized tests, screening instruments, informal observations, parent interviews, language samples and oral peripheral exam. Unit of service is 3 hours per evaluation, maximum 6 hours per evaluation.
- 2.1.20 Speech/Language Therapy means a service that provides training in receptive and expressive language, voice, articulation, fluency and oral habilitation and rehabilitation. Unit of service is 60 minutes of service time.
- 2.1.21 Support Services means developmental day training performed by a lay person to carry out the assigned program for a handicapped child as well as assisting the child toward the goal of self-sufficiency.

2.2 GOAL:

To provide quality professional services for preschool children with identified disabilities, ages 3-5, that will enable each child to reach his full potential.

2.3 TASK A – SPECIAL EDUCATION SERVICES

Unit of service is defined as 1 hour per week therapy services for one child per site – the unit rate increases ½ an hour for each additional child served at the same site.

The contractor will provide special education services for the duration of the contract, according to the objectives and timeframes designated by each child's Individual Education Plan (IEP).

- 2.3.1 Methodology, Staff, and Service Activities: State of Arizona certified early childhood special educators will provide weekly services to a maximum of 30 children (PMD/PSD) at designated sites. Head Start sites include (but are subject to change): Hamilton HUD housing area, Palm Lane HUD Housing area, Paiute Community Center, Mesa Boys and Girls Club, Desert Heritage Church, Guadalupe Center, Washington Activity Center, Williams Child Development Center, Guadalupe HUD housing area, Gilbert Boys and Girls Club, Scottsdale Community College, East Valley Institute of Technology (EVIT), Mesa Kids Can doodle, Chandler Kids Can doodle, New Multigenerational facility, and the First Presbyterian Church of Mesa. Classroom hours will vary. The Department will provide a current list by July 1st. The contractor will also make staff available on a consulting basis for identified children at the above-designated sites. Subject to the approval of the Department Special Needs Coordinator, additional consultation will be provided at a limited number of sites occupying space on public school campuses where collaborative relationships in the provision of direct services exist.
- 2.3.2 Direct service delivery will include working directly with children on a weekly basis in a fully integrated setting while implementing individual and group activities directly related to each child's IEP goals and objectives.

- 2.3.3 Non-contact service delivery is any service that relates to the child but is not direct, face to face contact with the child. Services will include writing log notes, consulting with classroom staff, attending meetings on behalf of the child.
- 2.3.4 The special education teacher will provide weekly consults with the Head Start instructional staff to assist in the integration of IEP goals and objectives into the daily routine and curriculum.
- 2.3.5 The special education teacher will maintain clear documentation of children's ongoing progress toward IEP goals and objectives by completing classroom therapy logs describing teacher actions, planned activities, child progress, and suggestions for the Head Start teaching staff.
- 2.3.6 Contract staff will participate in monthly team meetings with the parents and teaching staff to review child progress, suggest additional activities, and analyze problem situations. When additional services are specified on the IEP, and provided by the school district personnel, those individuals will be invited to the monthly meeting.
- 2.3.7 Quarterly progress reports will be provided to parents and teaching staff in accordance with local district policies and procedures.
- 2.3.8 Individual Contractor staff working in the classroom will be responsible for maintaining regular contact with school district personnel who work in the same classroom. Areas of collaboration will include, but are not limited to: decisions regarding placement for children originally referred and tested through either the District or Head Start; coordination of services when both agencies are serving an individual child or classroom; transitioning children with disabilities from Head Start into the school district; implementation of IEP services; monitoring of IEP review dates; scheduling team meetings with parents and implementation of socialization and integration plans.
- 2.3.9 Method of evaluation:
  - 2.3.9.1 Monthly team meeting reports and therapy logs will be reviewed by the Department to assure: (1) The IEP driven services are provided by the Contractor and (2) there is collaboration between the Contractor and Department staff. Monitoring of team functioning will be conducted by the Special Needs Coordinator as per Head Start Performance Standards.
  - 2.3.9.2 The Department will administer teacher and parent evaluation questionnaires yearly. The questionnaire will survey the results of the collaborative efforts and the quality of the transition process.
  - 2.3.9.3 Documentation of referrals and placements will be monitored monthly by the Department to insure timelines are met.

**2.4 TASK B – SPEECH/LANGUAGE THERAPY SERVICES**

The contractor will provide speech/language therapy services for the duration of the contract, according to the objectives and timeframes designated by each child's Individual Education Plan (IEP). Unit of service is defined as 1 hour of therapy per week for one child per site – the unit rate increases ½ an hour for each additional child served at the same site.

- 2.4.1 Methodology, Staff, and Service Activities: Weekly services will be provided to a maximum of 90 children (60 PSL, 30 PMD/PSD) at designated sites by appropriately Arizona certified and licensed speech pathologists. Head Start sites include (but are subject change): Hamilton HUD housing area, Palm Lane HUD Housing area, Paiute Community Center, Mesa Boys and Girls Club, Desert Heritage Church, Guadalupe Center, Washington Activity Center, Williams Child Development Center, Guadalupe HUD housing area, Gilbert Boys and Girls Club, Scottsdale Community College, East Valley Institute of Technology (EVIT), Mesa Kids Can doodle, Chandler Kids Can doodle, New Multigenerational facility, and the First Presbyterian Church of Mesa. Classroom hours will vary. The Department will provide a current list by July 1st. The contractor will also make staff available on a consulting basis for identified children at the above-designated sites. Subject to the approval of the Department Special Needs Coordinator, additional consultation will be provided at a limited number of sites occupying space on public school campuses where collaborative relationships in the provision of direct services exist.
- 2.4.2 Direct service delivery will include working directly with children on a weekly basis in a fully integrated setting while implementing individual and group activities directly related to each child's IEP goals and objectives.
- 2.4.3 Non-contact service delivery is any service that relates to the child but is not direct, face to face contact with the child. Services will include writing log notes, consulting with classroom staff, attending meetings on behalf of the child,.
- 2.4.4 The speech/language therapist will provide weekly consults with the Head Start instructional staff to assist in the integration of IEP goals and objectives into the daily routine and curriculum.
- 2.4.5 The speech/language therapist will maintain clear documentation of children's ongoing progress toward IEP goals and objectives by completing classroom therapy logs describing therapist actions, planned activities, child progress, and suggestions for the Head Start teaching staff.
- 2.4.6 Contract staff will participate in monthly team meetings with the parents and teaching staff to review child progress, suggest additional activities, and analyze problem situations. When additional services are specified on the IEP, and provided by the school district personnel, those individuals will be invited to the monthly meeting.
- 2.4.7 Quarterly progress reports will be provided to parents and teaching staff in accordance with local district policies and procedures.
- 2.4.8 Individual Contractor staff working in the classroom will be responsible for maintaining regular contact with school district personnel who work in the same classroom. Areas of collaboration will include, but are not limited to: decisions regarding placement of children originally referred and tested through either the District or Head Start; coordination of services when both agencies are serving an individual child or classroom; transitioning children with disabilities from Head Start into the school district; implementation of IEP services; monitoring of IEP review dates; scheduling team meetings with parents and implementation of socialization and integration plans.

**2.4.9 Method of evaluation:**

- 2.4.9.1 Monthly team meeting reports and therapy logs will be reviewed by the Department to assure: (1) The IEP driven services are provided by the Contractor and (2) there is collaboration between the Contractor and Department staff. Monitoring of team functioning will be conducted by the Special Needs Coordinator as per Head Start Performance Standards.
- 2.4.9.2 Teacher and parent evaluation questionnaires will be administered yearly by the Department. The questionnaire will survey the results of the collaborative efforts and the quality of the transition process.
- 2.4.9.3 Documentation of referrals and placements will be monitored monthly by the Department to insure timelines are met.

**2.5 REPORTING REQUIREMENTS**

- 2.5.1 The contractor will submit a monthly report reflecting the children served (identified by name and location of service), type of service received, amount of time spent with the child, date of service, and staff providing the service.
- 2.5.2 Claims for reimbursement must be supported by documentation and contain the client's name, the cost incurred, date of service, unit of service, and therapist providing the service by the tenth (10th) working day of the following month. The Department will provide the reporting format. All claims for reimbursement will be reviewed and reconciled on a monthly basis.
- 2.5.3 The contractor and all subcontractors performing under this Contract shall create and maintain client records, financial records, and all other documents and information relevant to this Contract and shall hold open such materials to inspection and review by the Department's official monitors or auditors for five (5) years. All the above may examine, copy, and make use of any and all said materials. A paragraph to this effect shall be placed in all subcontracts.

**2.6 STANDARDS/LICENSURE REQUIREMENTS**

- 2.6.1 All services must be provided by professionals who meet the State requirements for certification and/or licensure, as well as meet all Day Care Licensing requirements for personnel (which include fingerprinting and a background check) and who have training and/or experience in the needs of young children ages 0-5. Resumes/Vitae of professional staff (including job description[s] for staff not yet hired) who will provide contract services should be provided with the proposal.
- 2.6.2 Psychologists must be certified by the Arizona Board of Behavioral Health Examiners per A.R.S., Title 32, Sections 2061, et seq., or have completed the Ph.D. and function under the direct supervision of a licensed psychologist.
- 2.6.3 Contractor must provide contract services to each child in the child's dominant language. (Note: Many children in the Head Start program are often bilingual or monolingual in Spanish).
- 2.6.4 All services must meet Head Start Performance Standards (45-CFR-1304-1308), Arizona Regulations R-7-2-401, and Part B of the Individuals with Disabilities Education Act, as amended.
- 2.6.5 Contractor must maintain confidentiality of children's records for a period of five (5) years.

- 2.6.6 Services shall be provided a minimum of one hundred fifty-one (151) days per year. Days of operation will be Monday through Friday, 8:00 A.M. to 5:00 P.M. Classrooms operate Monday through Friday
- 2.6.7 All services will be provided in accordance with the applicable service specifications and "unit definitions and principles for computing and recording units".

2.7 CONTRACTING STANDARDS

- 2.7.1 This program shall not commence prior to July 1, 2001, and shall not extend beyond June 30, 2004. Option to renew for up to three years will be based on satisfactory performance, availability of funds and approval by the Board of Supervisors.
- 2.7.2 The Contractor must be able to confirm that it has all necessary licenses, certificates, and permits for operation of the proposed program in the State, City or Town and County.
- 2.7.3 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; American With Disabilities Act and; Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.
- 2.7.4 The Contractor must accept the units of service in the objective and to implement the Work Statement contained in this IFB for the proposed contract term.
- 2.7.5 "Maricopa County Minority and Women Owner Business shall not disclose any documents submitted in support of an application for certification, if confidentiality is requested at the time information is submitted, to the extent allowed by Arizona Revised Statutes, Section 39-121."
- 2.7.6 The maximum amount available under this IFB is \$150,000 (FY basis) subject to the availability of funds as currently provided by the grantor. Should additional funds become available additional quantities of services may be required under the same terms and conditions.
- 2.7.7 **Contractor must indicate (*Pricing page, Attachment A*)** the intended geographical service area if not the total Maricopa County area, outside the City of Phoenix, **whether this proposal is to serve the East Side, West Side, or both locations**. The East Side is defined as east of the City of Phoenix boundaries, which includes Tempe, Scottsdale, Cave Creek, Chandler, Gilbert, Guadalupe, Higley, Mesa, and Queen Creek. The West Side is defined as west of the City of Phoenix boundaries and includes Avondale, Glendale, Surprise, Aguila, El Mirage, Peoria, Wickenburg, Buckeye, Gila Bend, and Tolleson.
- 2.7.8 The provisions of A.R.S.§ 46-141 are hereby incorporated as provisions of this Contract.



- 2.7.9 Any contract provider for the provision of services to juveniles shall provide that personnel who are employed by the provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be finger printed as a condition of employment. The Provider shall submit employee fingerprints to the to the agency designated below before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.
- 2.7.9.1 Contractors providing Job Training Partnership Services (JTPA):  
Arizona Department of Economic Security,
- 2.7.9.2 Contractors providing Head Start Services: Arizona Department of Health Services, Office of Fingerprint Services, 1647 E. Morten Ave., Suite 190, Phoenix, Arizona 85020.
- 2.7.10 The provider shall assume the costs of fingerprint checks and may charge these costs to its finger printed personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 2.7.11 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.
- Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing to the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.
- 2.7.12 The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.
- 2.7.13 The requirements of subsections 1 through 6 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court, or the State Department of Juvenile Corrections and who have been finger printed and submitted the required certification forms in connection with that employment.
- 2.7.14 Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor's or licensee's employees are exempt from the fingerprinting requirements of this section.

**2.8 ESTIMATED SERVICE POPULATION**

- 2.8.1 Approximately 30 classrooms with 17-20 children/classroom with approximately 10% of the children having a certified disability.
- 2.8.2 Geographical areas served include the areas of attendance for the Tempe School District (including Guadalupe), Kyrene School District (including Guadalupe), Mesa School District, Chandler School District, Scottsdale School District (including Scottsdale Community College campus), Gilbert School District and Higley School District.
- 2.8.3 Estimated 75 children requiring services designated in their IEP.
- 2.8.4 Incidents of disabilities in this population are similar to other populations in the Valley.

**2.9 TAX**

- 2.9.1 No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 INDEMNIFICATION**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4 INSURANCE REQUIREMENTS

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

### 3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY**, **upon request**, with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

### 3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

**3.7 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

**3.8 USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**3.9 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

**3.10 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.11 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**3.12 INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT – (602) 506-3274

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency(ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.



**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.21.1 Cancel the Contract, if it is currently in effect.

4.21.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

**4.22 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.23 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**EAST VALLEY SPEECH PATHOLOGY ASSOCIATES, LLC, 1943 E. DIAMOND DRIVE, TEMPE, AZ 85283**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_X\_\_\_ NO

ACCEPT PROCUREMENT CARD: \_\_\_\_ YES \_\_\_X\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_X\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_YES \_\_\_X\_\_\_ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO CHOOSE ONE OF THE FOLLOWING.

**PRICING: S083201/ B0604190**

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**HOURLY RATE**

**2. TASK B – SPEECH/LANGUAGE THERAPY SERVICES**

**\$ 50.00 /hr.**

(Unit of service is defined as 1 hour of therapy services for one child per site.

Rate increases 1/2 an hour for each additional child served at the same site.)

Will serve East Side Locations, ONLY: \_\_\_X\_\_\_Yes \_\_\_No

Terms: NET 30

Federal Tax ID Number: 86-1027110

Telephone Number: 480/ 820-6366

Fax Number: 480/ 820-0462

Contact Person: WENDY CALL

Vendor Number: 861027110 A

Contract Period: To cover the period ending **December 31, 2004.**